



Bradley County Commission
Johnny Mull, Chairman
WORK SESSION MINUTES
September 28, 2020, at 7:00p.m.
Bradley County Courthouse

Members present: Louie Alford, Milan Blake, Vice Chairman Thomas Crye, Erica Davis, Dennis Epperson, Bobby Goins, Mike Hughes, Tim Mason, Chairman Johnny Mull, Charlotte Peak, Kevin Raper, Cindy Slater, Howard Thompson

Members absent: Bill Winters

Chairman Johnny Mull called the meeting to order.

Following the Pledge of Allegiance led by Commissioner Charlotte Peak, CrossNet Baptist Network representative Randy Bonner prayed the invocation.

REPORT FROM COUNTY MAYOR

County Mayor D. Gary Davis presented to the Commission for consideration a resolution authorizing Bradley County Mayor to execute a proposal with the Tennessee Department of Transportation for state project No. 064455-2420-04, Brymer Creek Road, bridge over Brymer Creek, LM 2.98 (IA) route: Brymer Creek Road. Commissioner Kevin Raper placed the resolution on the October 5, 2020, voting session agenda. RESOLUTION RECORDED AS ATTACHMENT.

County Mayor Davis presented to the Commission for consideration a resolution authorizing Bradley County Mayor to execute a proposal with the Tennessee Department of Transportation for state project No. 06455-2419-04, 06455-1419-04, Tunnel Hill Road, bridge over Black Fox Creek, LM 6.157 (IA) route: Tunnel Hill Road. Commissioner Kevin Raper placed the resolution on the October 5, 2020, voting session agenda. RESOLUTION RECORDED AS ATTACHMENT.

County Mayor Davis presented to the Commission for consideration a resolution authorizing the Bradley County Mayor to accept a local government Coronavirus Relief Fund Grant in an amount not to exceed \$1,600,905.00 and to accept all terms and conditions and payments as set forth in the recipient guidelines for the State of Tennessee Coronavirus Relief Fund to respond to the public health emergency caused by the Coronavirus pandemic. Commissioner Cindy Slater placed the resolution on the October 5, 2020, voting session agenda. RESOLUTION RECORDED AS ATTACHMENT.

County Mayor Davis provided Commissioners with the Southeast Tennessee Development Annual Report 2020.

County Mayor Davis reminded Commissioners and the public to text "CBCEMA" to 30890 to receive emergency alerts for Bradley County.

County Mayor Davis reported the current number of active Covid cases in Bradley County is 159. County Mayor Davis urged everyone to adhere to the four guidelines to mitigate the spread of the virus.

COMMITTEE AND DISTRICT REPORTS

1st District

Commissioner Mike Hughes placed on the October 5, 2020, voting session agenda a motion to appoint Greg Hooper to the Beer Board to serve as the 1st District representative.

Commissioner Dennis Epperson had no report.

2nd District

Commissioner Louie Alford and Vice Chairman Thomas Crye had no report.

3rd District

Commissioner Milan Blake reminded everyone to register to vote by October 5, 2020, to participate in the upcoming presidential election.

4th District

Commissioner Howard Thompson asked Bradley County Director of Schools Dr. Linda Cash if home school children or private school students are allowed to participate in Bradley County sports. Dr. Cash stated home school students are welcome to try out for Bradley County sports teams, but deferred to TSSAA regulations for any other students desirous of participating in Bradley County sports.

Commissioner Charlotte Peak announced the Solid Waste Landfill Committee will meet at 5:30p.m. on October 5, 2020, in the Commission room.

5th District

Commissioner Bobby Goins had no report.

Commissioner Cindy Slater reported the Legal and Legislative Committee recently met and voted to recommend approving the proposed social media policy and to include an appeals process. Commissioner Slater placed the recommendation on the October 19, 2020, voting session agenda. POLICY RECORDED AS ATTACHMENT. Peak opined the personal use section of the policy are too interpretative and infringe on an employee's right to freedom of speech. Peak posed the following questions why is the policy necessary; what specific actions have occurred to warrant the policy; what actions does the code of conduct not cover; are we currently enforcing the code of conduct; what if an employee posts a picture with the Confederate flag; and are there personal agendas motivating this policy? Peak requested an attorney-client meeting to discuss any incidents that have occurred to catalyze this policy. Mayor Davis explained there are 650 individuals employed by the County and noted the 250 employees at the Sheriff's Department and the hundreds of employees at Bradley County School already adhere to a social media policy. Mayor Davis suggested a social media policy for all Bradley County employees, and noted the proposed policy is less than stringent than the Sheriff's Department social media policy. Commissioner Blake suggested the appeals process undermines the authority of elected officials. Vice Chairman Crye opined the appeals process consist of person(s) outside the line of supervision.

Commissioner Slater reported the Legal and Legislative Committee also voted to recommend removing language from Commission Rules of Procedure Rule 12J relating to the consent agenda with a maximum amount allowed for budget amendments. Commissioner Slater placed the recommendation on the October 5, 2020, voting session agenda.

Commissioner Tim Mason reported the Environmental Officer cleaned up twelve properties this month. Mason reported the Sheriff's litter crew cleaned 512 county miles of roadway; 173 miles of state roadways; and 75 miles of city roads which totaled 37,940 pounds of litter. Mason added the crew recycled 500 pounds

of metal, 750 pounds of paper, and 50 pounds of tires. Mason added the crew also cut bushes and small trees overgrowth at the veterans cemetery. Mason thanked Tennessee Department of Transportation for providing the crew with gloves and other necessary equipment.

Commissioner Erica Davis reported the Law Enforcement Committee recently met and voted to recommend moving forward with purchasing Axon body cameras. Davis placed the recommendation on the October 19, 2020, voting session agenda.

AGENDA ITEMS

Commissioner Raper reported the Road Committee recently dealt with road grade issues which have since been addressed by the Planning Commission. The Planning Commission created a task force to examine with an independent engineer a number of issues facing Bradley County. Commissioner Hughes recognized Planning Commission Vice Chairman Lake Mantooth who invited Commissioners to submit any questions they have to the task force.

Commissioner Epperson placed on the October 19, 2020, voting session agenda a recommendation by the Drinking Water and Waste Water Treatment Services Ad Hoc Committee to authorize the Mayor to execute an agreement for engineering services for the Bradley County Utility Master Plan and to appoint the County Planner project manager. AGREEMENT RECORDED AS ATTACHMENT.

COMMUNICATION FROM THE AUDIENCE

Dan Rawls voiced opposition to the proposed social media policy.

Adam Lewis encouraged the Commission to create a social media policy for County employees.

ANNOUNCEMENTS

*Voting Session, October 5, 7:00p.m., Commission room

*Finance Committee, October 5, 11:30a.m., Commission room

*Solid Waste Landfill Committee, October 5, 5:30p.m., Commission room

There being no further business, the meeting was adjourned.



RESOLUTION 2020-_____

**RESOLUTION AUTHORIZING BRADLEY COUNTY MAYOR TO EXECUTE A PROPOSAL
WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR STATE PROJECT
NO. 064455-2420-04, BRYMER CREEK ROAD, BRIDGE OVER BRYMER CREEK, LM 2.98
(IA) ROUTE: BRYMER CREEK ROAD**

WHEREAS, the Department of Transportation of the State of Tennessee (“TDOT”), proposes to construct a project in Bradley County provided that the County agrees to cooperate with TDOT as set forth in the Proposal for said project; and

WHEREAS, this project known as State Project No. 06455-2420-04 is described as Brymer Creek Road, Bridge over Brymer Creek, LM 2.98 (IA) Route: Brymer Creek Road and includes bridge replacement.

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 5th day of October, 2020, that the Bradley County Mayor is hereby authorized to execute a Proposal with the Tennessee Department of Transportation for State Project No. No. 06455-2420-04, Brymer Creek Road, Bridge over Brymer Creek, LM 2.98 (IA) Route: Brymer Creek Road.

ADOPTED this 5th day of October, 2020.

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

APPROVE/VETO:

D. Gary Davis, County Mayor



RESOLUTION 2020-_____

**RESOLUTION AUTHORIZING BRADLEY COUNTY MAYOR TO EXECUTE A PROPOSAL
WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR STATE PROJECT
NO. 06455-2419-04, 06455-1419-04, TUNNEL HILL ROAD, BRIDGE OVER BLACK FOX
CREEK, LM 6.157(IA) ROUTE: TUNNEL HILL ROAD**

WHEREAS, the Department of Transportation of the State of Tennessee (“TDOT”), proposes to construct a project in Bradley County provided that the County agrees to cooperate with TDOT as set forth in the Proposal for said project; and

WHEREAS, this project known as State Project No. 06455-2419-04, 06455-1419-04 is described as Tunnel Hill Road, Bridge over Black Fox Creek, LM 6.157 (IA) Route: Tunnel Hill Road and includes bridge replacement, grading, paving striping and guardrail.

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 5th day of October, 2020, that the Bradley County Mayor is hereby authorized to execute a Proposal with the Tennessee Department of Transportation for State Project No. 06455-2419-04, 06455-1419-04, Tunnel Hill Road, Bridge over Black Fox Creek, LM 6.157 (IA) Route: Tunnel Hill Road.

ADOPTED this 5th day of October, 2020.

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

APPROVE/VETO:

D. Gary Davis, County Mayor



RESOLUTION 2020-_____

RESOLUTION AUTHORIZING THE BRADLEY COUNTY MAYOR TO ACCEPT A LOCAL GOVERNMENT CORONAVIRUS RELIEF FUND GRANT IN AN AMOUNT NOT TO EXCEED \$1,600,905.00 AND TO ACCEPT ALL TERMS AND CONDITIONS AND PAYMENTS AS SET FORTH IN THE RECIPIENT GUIDELINES FOR THE STATE OF TENNESSEE CORONAVIRUS RELIEF FUND TO RESPOND TO THE PUBLIC HEALTH EMERGENCY CAUSED BY THE CORONAVIRUS PANDEMIC

WHEREAS, under Title V of the Coronavirus Aid, Relief and Economic Security ("CARES") Act, the Social Security Act was amended to establish the Coronavirus Relief Fund ("CRF"), which included a \$150 Billion appropriation used to make payments for specified uses to states, Tribal governments, territories, and large units of government; and

WHEREAS, the State of Tennessee is making available to local governments approximately \$115 Million from the CRF balance of which up to \$1,600,905.00 has been allocated to Bradley County; and

WHEREAS, the CARES Act provides that payments from the CRF may be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 5th day of October, 2020, that the Bradley County Mayor is authorized to accept a local government Coronavirus Relief Fund Grant in an amount not to exceed \$1,600,905.00.

BE IT FURTHER RESOLVED that the Bradley County Mayor is authorized to accept all terms and conditions and payments as set forth in the recipient guidelines for the State of Tennessee Coronavirus Relief Fund to respond to the public health emergency caused by the Coronavirus pandemic.

BE IT FURTHER RESOLVED that the Bradley County Mayor is authorized to act as Bradley County's official representative, who will acknowledge and agree to the terms and conditions outlined in the guidelines for the State of Tennessee CRF and execute the interest and responsibilities of Bradley County under the CRF Grant.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its adoption, the welfare of Bradley County requiring it.

Adopted this 5th day of October, 2020.

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

Ratified or VETO:

D. Gary Davis, County Mayor

519 Social Media

I. PURPOSE

Bradley County endorses the secure use of social media to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy establishes Bradley County's position on the utility and management of social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media, rather social media in general, as advances in technology will occur and new tools will emerge.

II. POLICY

Social media provides a new and potentially valuable means of assisting Bradley County and its personnel in meeting community outreach, problem-solving, investigative, potential employee vetting and related objectives. This policy identifies potential uses that may be explored or expanded upon as deemed reasonable by administrative and supervisory personnel. Bradley County also recognizes the role that these tools play in the personal lives of some employees. The personal use of social media can have bearing on County personnel in their official capacity. As such, this policy provides information of a precautionary nature as well as prohibitions on the use of social media by employees.

III. DEFINITIONS

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, reactions, or comments. The term is short for "Web log."

Page: The specific portion of a social media website where content is displayed, and managed by an individual or individuals with administrator rights.

Post: Content an individual shares on a social media site or the act of publishing content on a site.

Profile: Information that a user provides about himself or herself on a social networking site.

Social Media: A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (Facebook, MySpace), microblogging sites (Twitter, Nixle), photo- and video-sharing sites (Flickr, YouTube), wikis (Wikipedia), blogs, and news sites (Digg, Reddit).

Social Networks: Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

Speech: Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication.

Web 2.0: The second generation of the World Wide Web focused on shareable, user-generated content, rather than static web pages. Some use this term interchangeably with social media.

Wiki: Web page(s) that can be edited collaboratively.

IV. ON-THE-JOB USE

A. County-Sanctioned Presence

1. Determine strategy

a. Where possible, each social media page shall include an introductory statement that clearly specifies the purpose and scope of the County's presence on the website.

b. Where possible, the page(s) should link to the County's official website.

c. Social media page(s) shall be designed for the target audience(s) such as youth or potential employee recruits.

2. Procedures

a. All County social media sites or pages shall be approved by the Department Head or Elected Official or his or her designee.

b. Where possible, social media pages shall clearly indicate they are maintained by the County and shall have contact information prominently displayed.

c. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies.

(1) Content is subject to public records laws. Relevant records retention schedules apply to social media content.

(2) Content must be managed, stored, and retrieved to comply with open records laws and e-discovery laws and policies.

d. Where possible, social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of Bradley County or its officials or employees.

(1) Pages shall clearly indicate that posted comments will be monitored and that the County reserves the right to remove obscenities, off-topic comments, and personal attacks.

(2) Pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

3. County-Sanctioned Use

a. Bradley County personnel representing the County via social media outlets shall do the following:

(1) Conduct themselves at all times as representatives of the County and, accordingly, shall adhere to all County standards of conduct and observe conventionally accepted protocols and proper decorum.

(2) Identify themselves as a member of Bradley County Government.

(3) Not disseminate confidential information, including photographs or videos, related to County training, activities, or work-related assignments without express written permission.

(4) Not conduct political activities or private business.

b. The use of County owned computers by County personnel to access social media is prohibited without authorization.

c. County personnel use of personally owned devices to manage the County's social media activities or in the course of official duties is prohibited without express written permission.

d. Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.

B. Potential Uses

1. Social media is a valuable investigative tool when seeking evidence or information about any County related function.

2. Social media can be used for community outreach.

3. Social media can be used to make time-sensitive notifications related to

a. road closures,

b. special events,

c. weather emergencies, and

d. missing or endangered persons.

4. Persons seeking employment and volunteer positions use the Internet to search for opportunities, and social media can be a valuable recruitment mechanism.

5. Departments and Elected Officials may include Internet-based content when conducting background investigations of job candidates.

6. Searches should be conducted by a non-decision maker. Information pertaining to protected classes shall be filtered out prior to sharing any information found online with decision makers.

7. Persons authorized to search Internet-based content should be deemed as holding a sensitive position.
8. Search methods shall not involve techniques that are a violation of existing law.
9. Vetting techniques shall be applied uniformly to all candidates.
10. Every effort must be made to validate Internet-based information considered during the hiring process.

V. PERSONAL USE

A. Precautions and Prohibitions – Bradley County personnel shall abide by the following when using social media.

1. County personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair working relationships of this County for which loyalty and confidentiality are important, impede the performance of duties, impair discipline and harmony among coworkers, or negatively affect the public perception of Bradley County or any Department thereof.

2. As public employees, County personnel are cautioned that speech on or off-duty, made pursuant to their official duties—that is, that owes its existence to the employee's professional duties and responsibilities—is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the County. County personnel should assume that their speech and related activity on social media sites will reflect upon their office and this County.

3. County personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the employee's Department Head or Elected Official.

4. For safety and security reasons, County personnel are cautioned not to disclose their employment with the County nor shall they post information pertaining to any other employee of the County without their permission. As such, County personnel are cautioned not to do the following:

a. Display County logos, uniforms, or similar identifying items on personal web pages.

b. Post personal photographs or provide similar means of personal recognition that may cause them to be identified as an employee of the County.

5. When using social media, County personnel should be mindful that their speech becomes part of the worldwide electronic domain. Therefore, adherence to the County's code of conduct is required in the personal use of social media. In particular, County personnel are prohibited from the following:

a. Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.

b. Speech involving themselves or other County personnel reflecting behavior that would reasonably be considered reckless or irresponsible.

6. Engaging in prohibited speech noted herein, may provide grounds for undermining the employee's credibility and ability to engage with the public. **County personnel violating this Policy are subject to discipline up to and including termination of employment.**

7. County personnel may not divulge information gained by reason of their authority; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of the County without express authorization.

8. County personnel should be aware that they may be subject to civil litigation for

a. publishing or posting false information that harms the reputation of another person, group, or organization (defamation);

b. publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person;

c. using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or

d. publishing the creative work of another, trademarks, or certain confidential business information without the permission of the owner.

9. County personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.

10. County personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the County at any time without prior notice.

11. Reporting violations - Any employee becoming aware of or having knowledge of a posting or of any website or web page in violation of the provision of this policy shall notify his or her supervisor immediately for follow-up action.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____ 2020, by and between Bradley County, Tennessee, 115 N. Ocoee Street, Cleveland, Tennessee 37311 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc., 1122 Riverfront Parkway, Chattanooga, Tennessee 37402 (hereinafter referred to as CTI), in association with AD Engineering Services, Inc., (hereinafter referred to as ADE) in Chattanooga, Tennessee.

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with a water and sewer master plan for Bradley County, Tennessee (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI, in association with ADE, shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid a lump sum fee of \$75,000.
4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at an amount equal to salary costs plus 115 percent of salary costs plus 110 percent of direct nonsalary expenses.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

5. Invoices will be submitted by CTI monthly. **For Lump sum services, the invoice amount will be based on the percentage completed during the period.** For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.



In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

BRADLEY COUNTY, TENNESSEE

BY _____

NAME _____

TITLE _____

DATE _____

(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY _____

NAME Gary M. Cosby P.E.

TITLE Executive Vice President

DATE _____

APPENDIX A
GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership of Documents.** Upon receipt of final payment, any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement will become the property of the CLIENT. CTI may retain copies of these documents for its own files.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.

10. **Disputes.** CTI and the CLIENT shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made, to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after eight requests mediation, the matter will be litigated in a court of competent jurisdiction in the State of Tennessee.
11. **Discrimination.** There shall be no discrimination as to race, gender, sexual orientation, religion, color, creed, or national origin against any worker, employee, or applicant, or any member of the public in operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or completion of the Project, nor will CTI allow any subcontractors to discriminate.
12. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
13. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
14. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
15. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
16. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
17. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
19. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B
SCOPE OF SERVICES

A. Services of CTI in Association with ADE

1. Task 1 - Background Information

- a. Meet with representatives of Bradley County to clarify goals for water and sewer service to the County, identify constraints, outline overall priorities, and set the planning period.
- b. Meet with and obtain reasonably ascertainable information on existing water and sewer systems serving Bradley County, including Cleveland Utilities, Calhoun-Charleston Utility District, Ocoee Utility District, Savannah Valley Utility District, and Eastside Utility District. Information shall include extent of service areas, approximate numbers of customers in Bradley County, source(s) of water and storage and treatment facilities (for water systems), availability of fire protection (hydrants and fire flows), and pumping and treatment facilities, including decentralized systems and recycled/reclaimed water systems (for sewer systems).
- c. Obtain and review previous planning documents, including facilities planning documents, prepared by or for Bradley County or Cleveland Utilities. Consult with the Bradley County Planning Commission, the State of Tennessee, and/or UT Center for Business and Economic Research, as appropriate, to update population growth projections contained in the planning documents. Take into account high, low, and mid-range projections, where available.
- d. Review available land use information and planning, including transportation corridors, major residential developments, and existing and proposed business/industrial parks.
- e. Identify portions of the county known to contain limitations to future development due to environmental constraints, such as steep topography, flood zones, poorly percolating soils (i.e., unsuitability for septic systems), wellhead protection zones, natural areas, or national or state forest lands.
- f. Contact local field representatives of TDEC Division of Water Resources for information on areas of chronic, failing septic or decentralized systems in the County that might present a threat to public health or the environment.
- g. Inventory major stream watersheds in the County, and obtain general information on major included streams with respect to water quality (i.e., impairment or failure to meet water quality criteria) and Exceptional Tennessee Waters classification.

2. Task 2 - Public Participation

- a. Having compiled the information in Task 1, conduct a public information meeting at an appropriate venue in the County for the purposes of obtaining public input on perceived needs for water and sewer service. Invite stakeholder groups, such as realtors, developers, utilities, regulators (TDEC), and local environmental advocacy organizations. Set up a site on social media (such as Facebook) to summarize the goals and priorities of the planning effort, provide relevant public information, and solicit constructive feedback. At the conclusion of the alternative analysis, the County may elect to convene another public information meeting.

3. Task 3 - Needs Assessment

- a. Based on the information compiled in Task 1, identify those unincorporated areas of the County that are unserved or underserved with respect to availability of adequate water and/or sewer services to achieve the goals and priorities set by the County. It is anticipated that three to five areas or corridors within the County will be identified for further study and planning.
- b. In each of the unserved/underserved areas selected for further study, quantify the needs in terms of estimated and projected numbers of customers and water demands and/or wastewater flows, as applicable, over the planning period. Where appropriate, evaluate sensitivity of demand and flow projections to high range and low range growth projections for the areas.

4. Task 4 - Alternative Analysis

- a. Identify feasible alternatives for providing needed water and/or sewer services in each of the selected study areas. For water, it is assumed that the alternatives would primarily involve line extensions or upgrades from nearby existing water utilities. For sewer, the alternatives may include collection and pumping to a nearby existing sewer system (where available), treatment and reuse or reclamation, or treatment and discharge to a stream or to a land disposal system (drip or spray, depending on size). It is not the intent of this step to require development of computerized hydraulic models of the improvements, although it is not prohibited, where useful in sizing proposed lines and facilities. The extent of sizing would probably be limited to the major backbone or skeletal portions of the proposed alternative. It is also not the intent of this task to require development of multiple alternatives in all cases where one solution is intuitively obvious, or other alternatives are simply not feasible. In some areas the approach will need to be phased, depending on need.
- b. Develop estimated costs of the proposed facilities in the alternatives, and evaluate and compare alternatives with respect to factors such as cost, reliability, implementability, environmental effects, jurisdictional or permitting challenges, etc. The evaluation may be in the form of a ranking or other suitable comparison. Cost estimates would understandably be at

a conceptual level, with appropriate and customary contingencies and allowances.

5. Task 5 - Description of Recommended Plan

- a. Describe the recommended alternatives, including estimated costs and phasing, if applicable. Using the recommended plans, develop a suggested Capital Improvements Program (CIP) that covers the selected study areas.
- b. For each study area, identify requirements for implementation, including engineering, permitting, and easements or property acquisition. For those alternatives involving existing utilities, identify any interjurisdictional agreements (IJA's) that may be required. Where existing utilities are unwilling or unable to assume ownership and/or operation of the proposed facilities, explore other institutional organizations (such as a water and sewer authority) or private companies that could own and/or operate the proposed facilities.
- c. Briefly survey potential funding sources for the capital improvements, which may include capital or in-kind contributions from other participants or partners, along with an assessment of the advantages and disadvantages of each.

6. Task 6 - Master Plan Report

- a. Prepare written summary report of the information, needs assessment, alternatives analyses, recommendations, and CIP. Submit 10 hardbound copies (plus electronic copy) of the draft report, and present the report to representatives of the County. Following receipt of comments and feedback, finalize the report and deliver 10 hardbound copies (plus electronic copy). Include an executive summary in the final report.

B. Responsibilities of CLIENT

The CLIENT will be responsible to:

1. Provide all criteria and full information as to its requirements for the project.
2. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
4. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.

C. Time of Performance

CTI will endeavor to complete and submit the draft master plan report within 8 months following authorization to proceed with the project. The final report will be submitted within one month following receipt of comments on the report from the CLIENT.

D. Additional Services

The following services are not included in the above scope of services but are available to the CLIENT from CTI as additional services subject to additional compensation:

1. Setting up water distribution models of water systems.
2. Participating in public meetings other than those described above.
3. Preparation of funding reports or applications.
4. Preparation of preliminary engineering reports.
5. Preparation of interjurisdictional agreements.

PRELIMINARY PROJECT SCHEDULE
BRADLEY COUNTY WATER AND SEWER MASTER PLAN

Work Task	Months After Notice to Proceed									
	1	2	3	4	5	6	7	8	9	10
Background Information	xxxx	xxxx								
Public Participation			xxxx							
Needs Assessment				xxxx						
Alternative Analysis					xxxx	xxxx				
Recommended Plan							xxxx			
Master Plan Report								xxxx		xxxx